

IRREVOCABLE AND UNCONDITIONAL SALE UNDERTAKING

BY

CUSTOMER

IN FAVOR OF

Ahli Bank SAOG

(as the Bank)

This **Irrevocable and Unconditional Sale Undertaking** (the “**Undertaking**”) is issued

BY

User of the mobile banking application (hereinafter referred to as "**We**", "**Us**" and/or the "**Customer**" which expression shall unless repugnant to the context include its successors-in-interests and assigns) of the First Part;

IN FAOVR OF

Ahli Bank SAOG, an open joint stock company incorporated under the laws of Oman and having its registered office at P.O. Box 545, Mina Al Fahal, Postal Code 116, Sultanate of Oman (hereinafter referred to as the "**Bank**" which expression shall unless repugnant to the context include its successors-in-interests and assigns) of the Second Part;

(The "**Customer**" and the "**Bank**" is hereinafter referred to as "**Party**" or "**Parties**" as the context permits)

WHEREAS:

- A. We are availing and / or intend to avail financing facilities from the Bank ("**Finance Facilities**");
- B. The Bank has agreed to extend the Finance Facilities to us in accordance with the terms of this application and related agreements to finance on a 1:1 ratio in relation to the Initial Public Offering relating to Oman India Fertiliser Company SAOG ("**Finance Agreements**");
- C. We have opened an investment banking account with the Bank and appointed the Bank as the custodian ("**Custodian**") for holding our Portfolio (defined below) and particularly the Pledged Shares;
- D. As a condition precedent to extend the Finance Facilities, the Bank has required us to sign and execute an Irrevocable and Unconditional Sale Undertaking with respect to the Pledged Shares held in the custody of the Bank as Custodian under the Custody Agreement;
- E. In consideration for the grant of the Finance Facilities and as security for the same, we have agreed to issue this Undertaking and confirm the covenants contained herein for the benefit of the Bank.

NOW THEREFORE, We hereby undertakes as follows:

Definitions

- 1.1 The following terms shall in this Undertaking have the meaning assigned hereunder, which meaning shall apply to both the singular and plural of the terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Finance Agreements:

"Business Day" means a day on which banks are open for the transaction of domestic business in the Sultanate of Oman;

"Custodian" means the custodian of the Pledged Shares, i.e. Bank's investment banking (brokerage) division.

"Event of Default" means the occurrence of the following events:

Non-payment:

The Customer does not pay on the due date any amount payable by it hereunder at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused solely by reason of administrative or technical difficulties affecting money transfers and outside the control of the Customer; and
- (b) is remedied within three (3) Business Days of the due date.

Breach of other obligations: The Customer fails to comply with any provision hereof (other than any provision referred to in Clause 14.1 (*Non-payment*)) and such failure, if, in the opinion of the Lender, it is capable of remedy, is not remedied within ten (10) Business Days of the earlier of (i) the giving of notice by the Lender requiring the Customer to remedy such breach or failure, and (ii) the date when the Customer becomes aware of such failure.

Misrepresentation:

- (a) Any representation, warranty or statement made, repeated or deemed to be made by the Customer hereunder or in connection with the Agreement or in a Finance Document is or proves to have been incorrect or misleading in any respect which in the Lender's opinion is material in the context of this Agreement or the Loan to be provided under this Agreement.
- (b) No Event of Default will occur under paragraph (a) above if the circumstances as a result of which the misrepresentation has arisen have been altered so as to correct the same to the satisfaction of the Lender within ten (10) days of the earlier of receipt of written notice thereof from the Lender and the Customer becoming aware of the misrepresentation.

Insolvency: Any of the following occurs in respect of the Customer: (i) it is unable or is deemed for the purposes of any law to be, unable to pay its debts as they fall due; (ii) it admits its inability to pay its debts as they fall due; (iii) it suspends making payments on any material part of its debts or announces an intention to do so; (iv) by reason of actual or anticipated financial difficulties, it commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; (v) a moratorium is declared in respect of any of its indebtedness; or (vi) the Customer is deceased.

Material adverse change:

An event or series of events occurs, which in the opinion of the Lender (acting reasonably) has or could reasonably be expected to have a Material Adverse Effect;

Death:

if the Customer who is an individual dies;

Security:

any security under a Security Document does not create the Encumbrance it purports to create; **"Finance Agreements"** shall have the same meaning as ascribed to it in the preamble together with any extension, variation, renewal or amendment (including but not limited to variation (whether temporary or permanent) in facility limit, quantum, term, interest rate, security(ies), costs and fees of the Facility);

"Finance Facilities" shall have the same meaning as ascribed to it in the preamble;

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) monies borrowed from any financial institution or otherwise;
- (b) any amount raised under any acceptance credit facility or dematerialized equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a balance sheet liability;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) any liabilities contracted by whatever means;
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above;

"IFRS" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"MCD" means Muscat Clearing and Depository.

"Pledge Agreement" means the Pledge Agreement dated on or around the date of this Agreement executed between the Customer and the Bank for the pledge of the Pledged Shares with MCD, which has been entered into between the Bank and the Customer electronically;

"Pledged Shares" means the all allotted ordinary shares of Oman India Fertiliser Company SAOG allotted to me at the IPO and pledged with the Bank pursuant to the terms and conditions relating to the Customer's application for a loan to participate in Oman India Fertiliser Company SAOG Initial Public Offering ("IPO");

"Portfolio" means the portfolio of assets, including uninvested cash, money market instruments, securities and such other property being held by the Bank as Custodian for us or as may be agreed upon by the Custodian and us from time to time in terms of the Investment Banking Terms and Conditions.

"Sale Date" means the date on which the Pledged Shares are sold by the Bank.

- 1.2 If the day on which any act, matter or thing is to be done under or pursuant to this Undertaking is not a Business Day, that act, matter or thing shall be done no later than the immediate succeeding Business Day, except that in case of payment of any amounts in respect of the Finance Facility, the same will take place on the Business Day immediately preceding such date.
- 1.3 In this Undertaking, unless the context otherwise requires:
- i. words importing the singular shall include the plural and vice versa;
 - ii. words importing the masculine gender shall include the feminine gender;
 - iii. the expression "Bank" and/or "Custodian" shall include its successors and assigns;
 - iv. the expression "we" and "us" shall include, as appropriate, our heirs, successors and assigns.

2 IRREVOCABLE AND UNCONDITIONAL UNDERTAKING

- 2.1.1 It is understood and agreed that in consideration for the Finance Facilities agreed to be provided by the Bank to us, we hereby:
- a) agree and acknowledge that the security interest created by way of the Pledged Shares is a continuing one and it shall not be revoked by us until such time as we receive written notification from the Bank that all advances, interest and other sums owing to the Bank under any Finance Agreements are repaid in full to the satisfaction of the Bank;
 - b) undertake and confirm that the Bank shall, in line with the this Agreement and the Pledge Agreement provided to the Bank signed by me registered with the Bank have an absolute, unconditional and irrevocable right to liquidate / sell the Pledged Shares (or a part thereof as the Bank at its sole discretion deems fit) in the following events without the requirement for any further notices to us at the prevailing price and utilize the proceeds of the sale of

Pledged Shares to discharge all sums then due and owing under the Facility Agreements together with all costs and expenses associated with the same:

- a. In the case of an Event of Default;
 - b. In the case that the per share value of the Pledged Shares falls 12.5% from the acquisition price.
 - c) In case there is any excess amounts realized from sale of the Pledged Shares on the Sale Date, which is over and above the payments due under the Finance Facilities at the relevant time, then the same shall be used by the Bank, at its sole discretion, to prepay all or part of the Finance Facility, as it deems fit. In the event, there is a shortfall due to the decline in the price of the Pledged Shares on the Sale Date and the amounts received from the sale are not sufficient to pay the outstanding amounts under the Finance Facilities on the relevant due dates then we shall procure that the our shareholders inject or arrange sufficient money from own sources to pay all our outstanding amounts under the Finance Facilities to the Bank on the relevant due dates under the Finance Agreements;
 - d) we hereby instruct and authorize the Bank to procure the sale of the Pledged Shares in compliance with (a) above and issue instructions to the Custodian holding the custody of the Pledged Shares to execute such sale in compliance with (a) above and further confirm that we shall not object to such sale in compliance with (a) above in any manner whatsoever. For avoidance of doubt, we agree, acknowledge and confirm that the Bank shall be entitled to liquidate / sell the Pledged shares under the terms of this Undertaking (as the case may be) even though no Event of Default has occurred under the Finance Agreements and the Pledge Agreement.
 - e) execute such other documents and deeds from time to time as may reasonably be requested by the Bank in terms of this Clause.
- 2.1.2 We further undertake that this Undertaking is independent from any other security or surety provided by us to the Bank and as such shall be enforced independently and without any reference to any other document, agreement, security and or surety provided by us to the Bank.

3. IRREVOCABLE INSTRUCTIONS TO THE CUSTODIAN

- 3.1 We hereby instruct and authorize the Bank in its capacity as the Custodian of the Pledged Shares by virtue of having opened an account with and appointing the Bank's Investment Banking Team (Brokerage), to take all necessary measures in compliance with this Undertaking including but not limited to the sale of the Pledged Shares on the Sale Date. We further hereby acknowledge and confirm that upon signing this Undertaking, and prior to disbursement under the Finance Facilities, we have, by way of mobile banking, authorized the Securities Sale Authorization forms with the Custodian in reference to the Pledged Shares for sale of the Pledged Shares and / or sign (or provide electronic signature on) any other documents, agreements and / or deeds required to complete the sale of the Pledged Shares on the Sale Date prior to disbursement of the Finance Facilities. For avoidance of doubt, instructions issued by the Custodian by virtue of this Undertaking shall be deemed to be Authorized Instructions from us under the terms of the Investment Banking Terms and Conditions.

3.2 We hereby acknowledge and confirm that we shall not raise defense's or make any claims in relation to any self-remedy being availed by the Bank in terms of this Undertaking as the sale of the Pledged Shares on the Sale Date has been specifically agreed between the Bank and us and shall be done in accordance with the instructions and authorization issued by us to the Bank by way of this Undertaking and Sale Authorization Form.

3.2 We hereby agree to indemnify the Bank, Custodian, its officers, employees and associates from any liability that may arise against the Bank, Custodian, its officers, employees and associates due to the sale of the Pledged Shares on the Sale Date or enforcing this Undertaking.

4. NEGATIVE COVENANTS, CURRENCY CONVERSION AND APPOINTMENT OF ATTORNEY

4.1 We undertake that until all the dues and payments payable by us hereunder or under the Finance Agreements have been paid in full to the satisfaction of the Bank, we shall not, except with the prior written consent of the Bank create or permit to exist any security interest over the Pledged Shares or deal with the Pledged Shares in any manner which is detrimental to the interest of the Bank including any agreement to sell / assign the Pledged Shares.

4.2 We further hereby appoint the Bank and / or the Custodian and any officer or agent of the Bank and /or the Custodian, with full power of substitution, to be our authorized attorney, with full power and authority, to take all appropriate action and to execute all documents and instruments as, in the opinion of the attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Undertaking include sale of the Pledged Shares on the Sale Date, use of the proceeds of the sale to settle the outstanding amounts due by us, and to use the remainder of the proceeds (if any) towards repayment of the loan (whether full or partial) and generally to use our name and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank under this Undertaking. These powers are coupled with the rights and are irrevocable until the amounts under the Finance Agreements have been fully repaid.

5. MISCELLANEOUS

5.1 PARTIAL INVALIDITY

5.1.1 If at any time any provision of this Undertaking is or becomes illegal, invalid or unenforceable in any respect then the legality, validity or enforceability of the remaining provisions of this Undertaking shall not in any way be affected or impaired thereby.

5.2 NOTICES AND COMMUNICATION

5.2.1 Except as otherwise provided for in this Undertaking, all notices or other communications under or in respect of this Undertaking shall be considered to be validly served if sent to me via hand delivery at our address maintained in the Bank's records, via email, by registered post at the address mentioned below (or updated in the records of the Bank), or if sent to us via fax.

in the case of the Customer:	to the Customer's registered address with the Bank, including their registered mobile number and/r registered email.
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- 5.2.2 A notice or other communication received on a day which is not a Business Day or after business hours in the place of receipt shall be deemed to be served on the next following Business Day.
- 5.2.3 Any notice given or demand made by the Bank shall be deemed to have been sufficiently given or made if sent by hand, fax or postage to the above-mentioned address of the Parties.
- 5.2.4 Any such notice or demand shall be deemed to have been served:
- 5.2.4.1 at the time of delivery at such address if sent by hand;
- 5.2.4.2 three days after it has been put into the post if sent by prepaid letter post;
- 5.2.4.3 at the time of dispatch if sent by fax, provided that the appropriate message confirmation is obtained.
- 5.2.4.5 upon sending in the case of on the expiry of seventy-two (72) hours from the time of dispatch in any other case.
- 5.2.5 Every demand or notice which a Party may wish to communicate to the other Party under the terms of this Undertaking shall be deemed to be duly communicated to a Party if sent in accordance with this clause 5.2. Every demand or notice sent in this manner by the Bank to us or any of the persons constituting the Customer shall be deemed to have been sent to each and all of such persons.

5.3 **INDEMNITIES**

- 5.3.1 We hereby undertake to indemnify the Bank on demand against all costs, expenses (including legal fees), liabilities, losses (including loss of profit and funding losses) and claims incurred or sustained by the Bank as a result of or in connection with:
- a) the occurrence and/or continuance of any Event of Default and/or;
 - b) its making the Finance Facilities available to us in the performance of its obligations hereunder;
 - c) the receipt or recovery of all or any amount advanced under the Finance Agreements or interest due thereon or any overdue sum otherwise than on its due date or (in the case of interest) the last day of the period during which interest is due; and/or
 - d) any fulfillment (or non-fulfillment) by us of your obligations under this Undertaking and/or the Finance Facilities
 - e) default or delay in payment by us of any sums due under this Undertaking or Finance Agreements; and/or
 - f) any statement in, conduct relying on or omission from any document or information prepared or authorized by us or any claim in respect of any of these matters.

.4 **ANTI MONEY-LAUNDERING**

5.4.1 The Bank is required or may be required to act in accordance with the laws and regulations and comply with requests of public and regulatory authorities operating in Oman and various jurisdictions which relate to, amongst other things: (i) the prevention of money laundering, terrorist financing, corruption, tax evasion and the provision of financial and other services to any persons or entities which may be subject to economic or trade sanctions; or (ii) the investigation or prosecution of, or the enforcement against, any person for an offence against any laws or regulations.

5.4.2 The Bank may take any action, where possible with prior written notice to us, to prevent or investigate crime or the potential breach of sanctions regimes or to act in accordance with relevant laws, regulations, sanctions regime, international guidance, the Bank's procedures and/or the direction of any public, regulatory or industry body relevant to the Bank. This includes, not acting on any instruction given by us, the interception and investigation of any payment, communication or instruction, and the making of further enquiries as to whether a person or entity is subject to any sanctions regime.

5.5 **SET-OFF**

5.5.1 We hereby authorize the Bank to set off, without our prior approval, any obligation whether or not then due, regardless of the place of payment or currency of such obligation, which is at any time owed by us to the Bank against any obligation then due from us to the Bank hereunder and unpaid. If the obligations are in different currencies, the Bank may convert its obligations at a market rate of exchange in its usual course of business for the purpose of the set-off.

5.6 **WAIVERS, REMEDIES CUMULATIVE**

5.6.1 No delay or omission by the Bank in exercising (in whole or in part) any right, power or remedy hereunder shall impair such right, power or remedy or be construed as a waiver thereof or of any other right, power or remedy nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise or any other right, power or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law or in any other document and may be exercised from time to time and as often as the Bank deems expedient. Any waiver by the Bank of any of the terms of this Undertaking, or any consent or approval given by the Bank, shall only be effective if given in writing and then only for the purpose and upon the terms for which it is given.

5.7 **CROSS DEFAULT**

In addition to the events of default stated in the Finance Agreements, each of the events or circumstances set out in this Clause 5.7 shall be considered as an Event of Default:

- a) Any Financial Indebtedness in relation to the Bank is not paid when due nor within any originally applicable grace period.
- b) Any of our Financial Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

- c) Any of our commitment for any Financial Indebtedness is cancelled or suspended by any of our creditor as a result of an event of default (however described).
- d) Any of our creditor becomes entitled to declare any Financial Indebtedness in relation to us due and payable prior to its specified maturity as a result of an event of default (however described).

For avoidance of doubt, it is clarified that the Bank shall be entitled to liquidate the Pledged Shares at its discretion upon occurrence of events or circumstances mentioned hereinabove and use the proceeds of sale proceeds from such sale to settle the outstanding amounts under the Finance Facilities.

5.8 **GOVERNING LAW**

- 5.8.1 This Undertaking shall be governed by, and construed in accordance with, the laws of the Sultanate of Oman and the parties hereto submit to the exclusive jurisdiction of the Primary Commercial Court of the Sultanate of Oman. This Clause is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.